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BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
Amendment to the Commission's Rules	)	WT Docket No. 95-157
Regarding a Plan for Sharing the Costs	)	RM-8643
of Microwave Relocation	)	
	)	

REPLY COMMENTS OF PCS PRIMECO, L.P.

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Summary

PrimeCo supports the Commission's proposals to establish a system for sharing the cost of relocating microwave incumbents. PrimeCo recommends that the FCC adopt the proximity threshold as a reliable and economical substitute for the costly interference studies that the FCC's plan would use. PrimeCo has also proposed a simpler and less expensive cost-sharing mechanism, which the Commission should adopt as well.

PrimeCo continues to believe that significant changes must be made to the voluntary negotiation period in order to correct the shocking disparity of bargaining power between the parties. The Commission should reconsider shortening the period of time for the voluntary period. PrimeCo supports the Commission's proposals to define more precisely the nature of comparable facilities and also supports its proposals regarding good faith negotiations.

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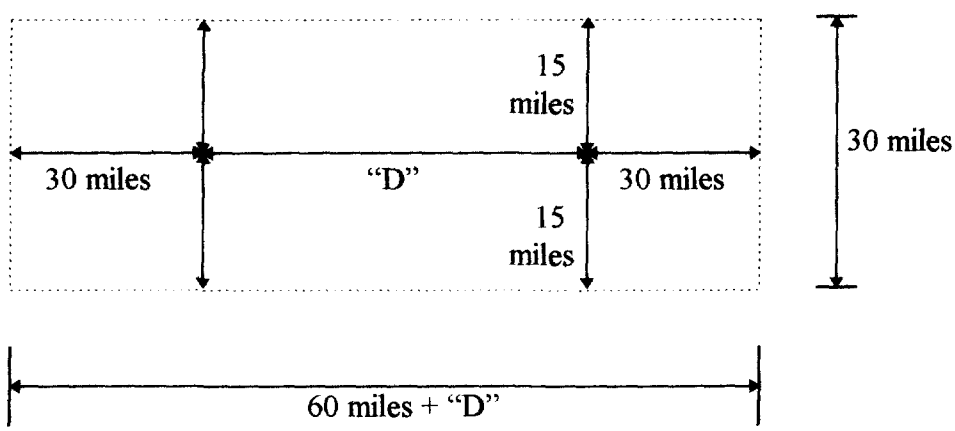
PCS PrimeCo, L.P. ("PrimeCo") submits these reply comments in response to comments on the Commission's Notice of Proposed Rule Making ("NPRM") in the matter captioned above.

The NPRM contained two proposals concerning the relocation of incumbent microwave facilities. The first established a mechanism for sharing the costs of relocating microwave facilities currently operating in the 2 GHz band, which the Commission has allocated for use by broadband Personal Communications Services ("PCS"). The NPRM's second proposal focused on clarifying certain concepts involved in the mandatory negotiation period of the relocation process. Virtually all of the parties commenting on the NPRM supported the creation of a cost-sharing plan and, in general, most favored the Commission's approach, although some, like PrimeCo, submitted suggestions to improve the proposed plan. By contrast, the proposals to clarify certain aspects of the mandatory negotiation period were almost uniformly endorsed by the PCS licensees while finding little favor with the incumbents.

1. The Cost-Sharing Plan

Overall, PrimeCo supports the Commission's cost-sharing plan and, in its comments on the plan, proposed two changes to improve its operation. These changes grew out of the private cost-sharing agreement (the "Five-Party Agreement") that PrimeCo negotiated with four other carriers.[1] Unlike the Commission's plan, which relies upon interference studies for determining if a subsequent PCS licensee has an obligation to reimburse the PCS relocator, the Five-Party Agreement relies instead upon a "proximity threshold." The proximity threshold is a rectangle described in the following way:



where "D" is the length of the relocated microwave path.

Under the terms of the Five-Party Agreement, cost-sharing is triggered whenever all or a part of the relocated microwave link is co-channel and co-block with the licensed A or B PCS band of one or more PCS licensees, another party has paid the relocation costs of the incumbent, and a PCS licensee locates a fixed commercial base station within a rectangular area defined by reference to the removed microwave path. In the view of PrimeCo and

[1] The other carriers are Sprint Telecommunications Venture, AT&T Wireless Services, Inc., Wireless Co., L.P., PhillieCo, L.P., and GTE Macro Communications Service Corporation.

the other parties to the Five-Party Agreement, use of the proximity threshold offers a number of advantages over interference studies.

First, an interference study is by its nature subjective since its completion is dependent upon the judgment exercised by the study's author in choosing among different propagation models and technical parameters. By contrast, use of the proximity threshold makes determination of the reimbursement obligation more certain by greatly reducing the neeed to choose among propagation models, technical parameters, and other variables. Second, employing the proximity threshold is cheaper than commissioning interference studies for each new PCS licensee in every MTA or BTA; this, in turn, will also minimize the cost of administering the clearinghouse. In addition, by using the proximity threshold, future licensees can more easily and more reliably evaluate their obligation to reimburse a PCS relocator.

Aside from its ease of use, the proximity threshold is also a reliable substitute for an interference study. To support the dimensions of the rectangle, PrimeCo asked Comsearch to perform a study[2] in which a proximity threshold rectangle is identified and base stations are located within it. The study shows that all of the proximity threshold points analyzed within the rectangle will cause harmful interference into the worst case microwave receiver. Conceivably, there could be points within the rectangle that might not cause interference while others located outside the rectangle would. However, these instances are statistically remote.

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[2] *See*, Attachment 1.

Under the Five-Party Agreement, the establishment of a commercial base station in the rectangle makes the PCS licensee who operates it responsible for all co-channel/co-block paths within its licensed area that were a part of the original relocation agreement with the incumbent.[3] This approach encourages system-wide relocations, which benefits both subsequent PCS operators and incumbent microwave operators who wish to make systemic conversions. However, some of those commenting on the Commission's cost-sharing plan suggested that subsequent PCS licensees causing adjacent channel interference should also be a part of the reimbursement plan.[4] PrimeCo opposes such a measure. As Sprint noted in its comments:

> Making adjacent-channel interference eligible would increase disputes, and the cost recovery for the PCS relocator would be insignificant, particularly since the PCS relocator would also be responsible for adjacent-channel reimbursement to the other PCS licensees that negotiate microwave relocation.[5]

The proximity threshold does not calculate adjacent channel interference, and PrimeCo regards the meager benefits of taking adjacent channel interference into account insufficient to justify the expense and added complication of the exercise.

The second modification that PrimeCo proposed to the FCC's cost-sharing plan was a simplified approach to cost sharing. The FCC's plan proposes the use of a clearinghouse to collect from the PCS relocators "necessary information regarding when and where microwave facilities have been relocated, [and] actual relocation costs incurred by

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[3] Note that in certain instances, the Five-Party Agreement does provide for sharing the cost of links moved outside of the MTA so long as the links in question are within fifty miles of the MTA boundary.
[4] Comments of UTC at 7.
[5] Comments of Sprint Telecommunications Venture ("Sprint") at 26.

the PCS licensees."[6] The clearinghouse would also settle payments between licensees and participate in the resolution of disputes. This activity, of course, imposes cost upon the clearinghouse since it will require a bookkeeping staff for the settlements.

The Five-Party Agreement eliminates many of these activities by providing that any payment to an incumbent of less than $250,000 requires no supporting documentation beyond proof of the payment itself to the microwave incumbent. Only those payments to incumbents that exceed $250,000 require supporting documentation for reimbursement from subsequent licensees.[7] Furthermore, since the Five-Party Agreement divides the reimbursable costs evenly among the affected licensees, the task of calculating a subsequent PCS operator's reimbursement obligation is made easier than is the case with the NPRM's proposed formula.

Some of the comments filed argued variously that no cap should be placed upon reimbursement expenses,[8] or that certain kinds of expenses should not be excluded.[9] In its comments, PrimeCo argued for a "soft" cap of the kind in the Five-Party Agreement. A soft cap permits reimbursement above a certain level upon a demonstration of the reasonableness of the additional payment to the incumbent. However, even though PrimeCo supports the use of a soft cap on reimbursable expenses, it would still exclude certain kinds of expenses from reimbursement. These expenses include premiums paid to incumbents[10] and consultant and attorney fees incurred without the prior agreement of the PCS relocator.

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[6] NPRM at ¶ 62.
[7] Certain expenses, however, are not reimbursable.
[8] Comments of UTC at 12.
[9] *See, e.g.*, Comments of Cox & Smith Incorporated at 2 (consultant fees).
[10] But note that *all* payments to an incumbent totaling less than $250,000 are reimbursable under the Five-Party Agreement.

The NPRM also proposed permitting parties to enter into their own, private cost-sharing plans. PrimeCo supports this proposal and, as reported in its comments on the NPRM, has entered into such an arrangement.

2. Relocation Guidelines

The NPRM proposed to clarify the term "good faith" for purposes of the mandatory period:

> [A]n offer by a PCS licensee to replace a microwave incumbent's system with comparable facilities ... constitutes a "good faith offer. Likewise, an incumbent that accepts such an offer presumably would be acting in good faith; whereas, failure to accept an offer of comparable facilities would create a rebuttable presumption that the incumbent is not acting in good faith.[11]

Since the meaning of good faith in this context turns largely on the offer of comparable facilities by the PCS relocator, the NPRM also proposed to clarify the three factors the Commission uses for determining what comparable facilities are: communications throughput, system reliability, and operating cost.[12]

Most incumbent microwave users and their associations opposed the Commission's attempt to make the good faith standard clearer for the mandatory period of the relocation process.[13] UTC, for example, argued that:

> The term "good faith" is meant to govern the conduct of *negotiations* during the mandatory *negotiation* period. It is not meant to substantively restrict either party's ability to negotiate over replacement facilities. The term good faith should therefore be given its common sense everyday business meaning: an honest belief, the absence of malice and the absence of design to defraud or to seek an unconscionable advantage. In addition, to these general requirements in the context of replacement negotiations good

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[11] NPRM at ¶ 69.
[12] *Id.* at ¶ 74.
[13] *See, e.g.*, Comments of Industrial Telecommunications Association, Inc. at ¶ 7 *et seq.*; Comments of Wiltel Technology Ventures, Inc. at 4.

> faith should also encompass an obligation between the parties to meet, exchange views, honor reasonable requests for information, and give serious consideration to offers in a timely manner.[14]

However, parties to any agreement already expect the common sense, everyday business meaning of good faith from those with whom they bargain, and the law generally imposes it upon the parties to a transaction. Formal adoption of UTC's view of good faith here (aside from amounting to surplusage) would create no new obligations for any of the parties involved in microwave relocation.

Significantly, UTC did not say that this "common sense everyday business meaning" of good faith applies to the voluntary period. For if it had, it would illuminate at once the lack of any difference whatsoever (except for a duty to meet) between the obligations of the parties in the voluntary period as compared to the mandatory period. This, of course, is exactly the lessened burden UTC seeks. Consequently, PrimeCo urges the Commission to reject this recommendation and to adopt the good faith standard proposed in the NPRM.

PrimeCo supported the majority of the Commission's proposals to modify the transition rules. With several other parties, PrimeCo also made additional recommendations, the most important of which was to urge reconsideration of the voluntary negotiation period. As PrimeCo and others argued in their comments to the NPRM, the current

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[14]Comments of UTC at 20. (Emphasis in original). Curiously, were it accepted, one consequence of UTC's proposal would be to relegate the ordinary obligation of good faith -- "the absence of design to seek unconscionable advantage" -- to the mandatory negotiation period only. Seeking an unconscionable advantage during the "voluntary" negotiations would become permissible because UTC's proposal limits the applicability of good faith to conduct during the mandatory negotiations. This consequence cannot have been intended. More likely, UTC seeks to convert the one-year mandatory negotiation period into a third year of "voluntary" negotiations by urging upon the FCC a "good faith" standard that creates obligations no greater than those found in any business transaction.

rules are skewed too heavily in favor of the incumbents, and the resulting abuse of these rules is well documented. This gross and artificially created imbalance in negotiating power threatens important government policies, including spectrum auctions and increased competition in telecommunications. PrimeCo urges the Commission to take prudent and immediate steps to redress the unprecedented inequality in bargaining power that the relocation rules have created.

In addition to reconsideration of the voluntary negotiation period, PrimeCo also urges the Commission to improve the relocation rules by adopting several proposals contained in the NPRM itself and in the comments of some parties. Chief among these is the definition of comparable facilities. This definition should be based upon technical factors susceptible of objective measurement. In addition to these technical factors, the Commission should make it clear that certain other factors are excluded from the concept of comparable facilities. For example, comparable facilities should not encompass the replacement of analog facilities with digital equipment when an acceptable analog solution exists. If an incumbent desires to upgrade to a digital system, it should be required to bear the expense of that upgrade itself.

Furthermore, comparable facilities should be limited to the actual cost of relocation and should not include consultant or legal fees not authorized by the PCS relocator. PCIA has suggested, and PrimeCo agrees, that parties unable to conclude negotiations within one year after the start of the voluntary negotiation period[15] should be required to file two independent cost estimates of a comparable system with the FCC to help resolve differences. The rules for compensating incumbents should contain incentives to reward good

[15] This assumes that the Commission maintains the present two-year voluntary period.

behavior and punish abuse. For those incumbents who refuse an offer of comparable facilities and who subsequently lose either in arbitration or before the FCC, the penalty for their intransigence should be a change in their license to secondary status ninety days after the unfavorable decision. PrimeCo urges the Commission to adopt such a rule.

PrimeCo also endorses the FCC's clarification that the PCS relocator's responsibility for comparable facilities extends only to the links actually suffering interference, and not to the incumbent's entire system.[16] Tenneco,[17] Wiltel,[18] and others[19] argued in their comments that "a selected link-by-link relocation raises numerous technical and operational concerns ..."[20] While such concerns may exist, they are not so significant as to have persuaded incumbent microwave operators to abandon plans for a phased digital conversion of their existing analog systems. Indeed, such a conversion would necessarily involve the operation of a network comprised of analog and digital links using equipment made by different manufacturers. One of the prime objectives of such conversions is to maintain the analog links as the analog radios are replaced a few hops at a time. Another objective is to use as much existing equipment as possible. In view of the industry's own plans for a phased conversion from analog to digital transmission that contemplates the operation of a mixed analog-digital network, PrimeCo is not inclined to take seriously the objections raised by a number of the incumbents to the NPRM's recommendation that the PCS relocator's responsibility for comparable facilities extends only to the links actually suffering interference, and not to the incumbent's entire system.

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[16] NPRM at ¶ 76.
[17] Comments of Tenneco Energy at 8-9.
[18] Comments of Wiltel Technology Ventures, Inc. at 3-4.
[19] Comments of UTC at 23-24.
[20] Comments of Wiltel Technology Ventures, Inc. at 3.

The Commission also proposed that, except for minor modifications that do not add to the cost of relocation, it will no longer license microwave stations in the PCS band.[21] The *NPRM* proposes that any other modifications be allowed on a secondary basis only. PrimeCo supports the limitation on new microwave licensing and urges the Commission to extend it to include secondary operations as well. These operations will, sooner or later, suffer or cause interference. Consequently, their relocation to other facilities is inevitable and should be undertaken at the earliest opportunity.

PrimeCo believes that the twelve-month test period is wholly out of step with industry practice and should be shortened to one month. Additionally, the FCC should make it clear that the parties can waive the test period by agreement. In all cases, however, the rules should provide that any incumbent who accepts a cash payment from the PCS relocator or who designs its own replacement facilities will not be permitted to return to its previous system even if the new system subsequently proves flawed. Anything else would make deployment of the PCS licensee's system subject to the incumbent's own relocation efforts, a circumstance over which the PCS licensee has no control.

Whatever the length of the test period, the incumbent should return its license to the FCC upon cutover of the new system, as PCIA suggests. The Commission would then hold the license until the end of the test period and issue a public announcement at its conclusion. This process will make certain the date on which the test period ends.

Finally, PCIA also proposes that PCS providers should not be required to hold the spectrum from a relocated path in reserve. Requiring the PCS carrier to hold the spectrum in reserve adds to the delay in the relocation process. As PCIA suggests, the FCC should

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[21] NPRM at ¶ 86.

clarify that if the alternative facilities to which a microwave licensee is relocated turns out not to be comparable, the licensee need not be restored to its original 2 GHz spectrum, but to comparable facilities provided by some other means. PrimeCo supports this proposal.

Conclusion

For the foregoing reasons, PCS PrimeCo, L.P. respectfully urges the Commission to adopt the proximity threshold and simplified cost-sharing mechanism described in PrimeCo's comments to the notice of proposed rule making in this proceeding. PrimeCo also urges the Commission to adopt the definition of good faith negotiations proposed in the NPRM as well as PrimeCo's recommendation regarding incumbents who are found to have refused an offer of comparable facilities.

PrimeCo submits that the twelve-month test period for comparable facilities is too long and is unnecessary in light of prevailing industry practice and should be shortened to one month.

Respectfully submitted,

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Attachment 1 - Comsearch Study

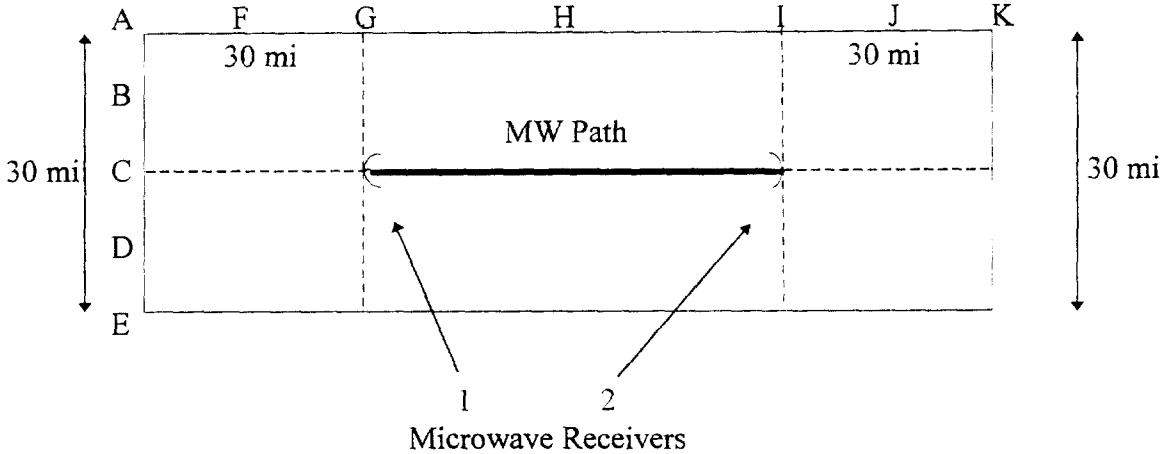
COMSEARCH
Leadership and Diversity for Wireless

Sprint Telecommunications Venture
PCS PrimeCo, L.P.
Analysis of Proximity Threshold Trigger

1.0 Introduction

The purpose of this study is to examine the proposed proximity threshold trigger that is being proposed by Sprint Telecommunications Venture (STV), AT&T Wireless, PCS PrimeCo L.P. and GTE for identification of cost sharing obligations for the relocation of the incumbent 1.9 GHz microwave users. Below is the proposed box which is originated from the actual path under consideration with the additional buffers of 30 miles. Any base station constructed within this box is obligated to share in the cost of its migration to another frequency band.

Figure 1 - Proximity Threshold Box



This study will examine the accuracy of this approach with respect to the actual potential for harmful interference into a microwave receiver. Because of the variety of technologies being considered for PCS, both CDMA and TDMA technologies were analyzed in the study. This study considers a Free Space propagation model in the calculations assuming line-of-site between the PCS base station and the microwave antennas. Below are a number of assumptions that were made for the purposes of this study.

2.0 Assumptions

In order to analyze the proximity threshold trigger versus actual potential for harmful interference into a microwave link, assumptions were made for operating parameters of both the PCS base stations and microwave site. Typical averages were incorporated in this study in order to simplify the analysis and to have the results reflect the most probable scenario.

2.1 PCS Base Station Assumptions

Base Station Antenna Height:	100 feet AGL (30.48 m)
Base Station Antenna Type:	Omni-Directional
Base Station Antenna Gain:	10.0 dBi
Base Station EIRP:	50.0 dBm (100 Watts)
Base Station Transmit Signal:	200 kHz TDMA and 1.25 MHz CDMA

A total of thirty-five (35) discrete locations were assumed for the PCS base stations within the proximity threshold box. Each of this points (labeled using a grid system in Figure 1) has been analyzed individually for its contribution of potential interference into the microwave link. Table 1 includes a breakdown of the specific points and their distance and bearing to microwave receivers 1 and 2.

2.2 Microwave Site Assumptions

MW Antenna Type:	FCC Standard A (Andrew Corp. P8F-21C)
MW Antenna Height:	160 feet AGL (48.77 m)
MW Antenna Gain:	31.2 dBi
MW Receiver Losses:	3.5 dB
MW Receiver Type:	Farinon FAS-2000 480 Channel Analog
MW Path Length:	15 miles (24.14 km)
Filter Consideration:	12 MHz IF Bandwidth

For each of the proximity threshold analysis points (A - J) and their respective angles from either microwave receiver 1 or 2, the antenna discrimination and resultant gain were calculated from the manufacturer's antenna patterns. These are also included in Table 1.

3.0 Analysis Methodology

3.1 Propagation Loss

Using the the calculated interfering path lengths from the microwave receivers to each of the proximity threshold analysis points, the Table 2 reflects the calculated propagation loss using the Free Space model.

3.2 Interference Calculations

Using the assumptions made in the Section 2 and propagation losses calculated in Table 2 for each of the proximity threshold analysis points, the following formula were used to calculate the interference signal level from each point into both microwave receivers.

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Itotal:	Total Interference Signal Level from Specific PCS Base Station (dBm)
EIRPb:	PCS Base Station Effective Radiated Power (dBm)
PathLoss:	Calculated Propagation Loss
MWgain:	MW Receive Antenna Gain along the Specific Azimuth (Table 1)
Loss:	MW Receiver Losses (dB)

Itotal = EIRPb - PathLoss + MWgain - Loss

The calculated interference objective for the assumed microwave receiver in Section 2.2 based upon industry accepted guidelines is -105.7 dBm for 1.25 MHz CDMA and -109.8 dBm for 200 kHz TDMA. These values are the maximum interference signal level that can be introduced into the microwave receiver (Imax).

4.0 Analysis Results

Included in Table 3 are the results of the interference calculations into both microwave receiver 1 and 2 from all of the proximity theshold analysis points combining all of the previously defined assumptions and calculations of the interference signal.

Now that these interference signal level values have been computed into each microwave receiver, the worst-case Itotal from each proximity threshold analysis point will be compared to the interference objective (Imax). Both the CDMA and TDMA technologies are considered. Table 4 contains the results of this comparison denoting the margin by which the microwave receiver misses the interference objective.

Based upon these results, the free space propagation model indicates that **100%** of the proximity threshold points analyzed along the box **will** cause harmful interference into the worst-case microwave receiver.

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Sprint Telecommunications Venture
PCS PrimeCo, L.P.
Analysis of Proximity Threshold Trigger

Table 1 - Distances and Azimuths / Antenna Gains

	Angle From MW Receiver (DTN)		Antenna Discrimination (dB)		Antenna Gain (dBi)		Interfering Path Length (mi)	
Point on Rectangle	Receiver 1	Receiver 2	Receiver 1	Receiver 2	Receiver 1	Receiver 2	Receiver 1	Receiver 2
A	206.6	18.4	43.0	29.0	-11.8	2.2	33.5	47.4
AF	225.0	26.6	43.0	34.0	-11.8	-2.8	21.2	33.5
AG	270.0	45.0	33.0	34.0	-1.8	-2.8	15.0	21.2
AH	296.6	63.4	34.0	34.0	-2.8	-2.8	16.8	16.8
AI	315.0	90.0	34.0	33.0	-2.8	-1.8	21.2	15.0
AJ	333.4	135.0	34.0	43.0	-2.8	-11.8	33.5	21.2
AK	341.6	153.4	29.0	43.0	2.2	-11.8	47.4	33.5
B	194.0	9.5	43.0	22.0	-11.8	9.2	30.9	45.6
BF	206.6	14.0	43.0	26.0	-11.8	5.2	16.8	30.9
BG	270.0	26.6	33.0	34.0	-1.8	-2.8	7.5	16.8
BH	315.0	45.0	34.0	34.0	-2.8	-2.8	10.6	10.6
BI	333.4	90.0	34.0	33.0	-2.8	-1.8	16.8	7.5
BJ	346.0	153.4	26.0	43.0	5.2	-11.8	30.9	16.8
BK	350.5	166.0	22.0	43.0	9.2	-11.8	45.6	30.9
C	180.0	0.0	39.0	0.0	-7.8	31.2	30.0	45.0
CF	180.0	0.0	39.0	0.0	-7.8	31.2	15.0	30.0
CG	NA	0.0	NA	0.0	NA	31.2	NA	15.0
CH	0.0	0.0	0.0	0.0	31.2	31.2	7.5	7.5
CI	0.0	NA	0.0	NA	31.2	NA	15.0	NA
CJ	0.0	180.0	0.0	39.0	31.2	-7.8	30.0	15.0
CK	0.0	180.0	0.0	39.0	31.2	-7.8	45.0	30.0
D	166.0	350.5	43.0	22.0	-11.8	9.2	30.9	45.6
DF	153.4	346.0	43.0	26.0	-11.8	5.2	16.8	30.9
DG	90.0	333.4	33.0	34.0	-1.8	-2.8	7.5	16.8
DH	45.0	315.0	34.0	34.0	-2.8	-2.8	10.6	10.6
DI	26.6	270.0	34.0	33.0	-2.8	-1.8	16.8	7.5
DJ	14.0	206.6	26.0	43.0	5.2	-11.8	30.9	16.8
DK	9.5	194.0	22.0	43.0	9.2	-11.8	45.6	30.9
E	153.4	341.6	43.0	29.0	-11.8	2.2	33.5	47.4
EF	135.0	333.4	43.0	34.0	-11.8	-2.8	21.2	33.5
EG	90.0	315.0	33.0	34.0	-1.8	-2.8	15.0	21.2
EH	63.4	296.6	34.0	34.0	-2.8	-2.8	16.8	16.8
EI	45.0	270.0	34.0	33.0	-2.8	-1.8	21.2	15.0
EJ	26.6	225.0	34.0	43.0	-2.8	-11.8	33.5	21.2
EK	18.4	206.6	29.0	43.0	2.2	-11.8	47.4	33.5

Sprint Telecommunications Venture
PCS PrimeCo, L.P.
Analysis of Proximity Threshold Trigger

Table 2 - Propagation Losses

	Interfering Path Length (mi)		Propagation Loss (dB)	
Point on Rectangle	Receiver 1	Receiver 2	Receiver 1	Receiver 2
A	33.5	47.4	136.8	139.9
AF	21.2	33.5	132.9	136.8
AG	15.0	21.2	129.9	132.9
AH	16.8	16.8	130.8	130.8
AI	21.2	15.0	132.9	129.9
AJ	33.5	21.2	136.8	132.9
AK	47.4	33.5	139.9	136.8
B	30.9	45.6	136.1	139.5
BF	16.8	30.9	130.8	136.1
BG	7.5	16.8	123.8	130.8
BH	10.6	10.6	126.8	126.8
BI	16.8	7.5	130.8	123.8
BJ	30.9	16.8	136.1	130.8
BK	45.6	30.9	139.5	136.1
C	30.0	45.0	135.9	139.4
CF	15.0	30.0	129.9	135.9
CG	NA	15.0	NA	129.9
CH	7.5	7.5	123.8	123.8
CI	15.0	NA	129.9	NA
CJ	30.0	15.0	135.9	129.9
CK	45.0	30.0	139.4	135.9
D	30.9	45.6	136.1	139.5
DF	16.8	30.9	130.8	136.1
DG	7.5	16.8	123.8	130.8
DH	10.6	10.6	126.8	126.8
DI	16.8	7.5	130.8	123.8
DJ	30.9	16.8	136.1	130.8
DK	45.6	30.9	139.5	136.1
E	33.5	47.4	136.8	139.9
EF	21.2	33.5	132.9	136.8
EG	15.0	21.2	129.9	132.9
EH	16.8	16.8	130.8	130.8
EI	21.2	15.0	132.9	129.9
EJ	33.5	21.2	136.8	132.9
EK	47.4	33.5	139.9	136.8

Sprint Telecommunications Venture
PCS PrimeCo, L.P.
Analysis of Proximity Threshold Trigger

Table 3 - Interference Calculation Results

	Calculated Itotal into MW Receiver (dBm)	
Point on Rectangle	**Receiver 1**	**Receiver 2**
A	-102.1	-91.2
AF	-98.2	-93.1
AG	-85.2	-89.2
AH	-87.1	-87.1
AI	-89.2	-85.2
AJ	-93.1	-98.2
AK	-91.2	-102.1
B	-101.4	-83.8
BF	-96.1	-84.4
BG	-79.1	-87.1
BH	-83.1	-83.1
BI	-87.1	-79.1
BJ	-84.4	-96.1
BK	-83.8	-101.4
C	-97.2	-61.7
CF	-91.2	-58.2
CG	NA	-52.2
CH	-46.1	-46.1
CI	-52.2	NA
CJ	-58.2	-91.2
CK	-61.7	-97.2
D	-101.4	-83.8
DF	-96.1	-84.4
DG	-79.1	-87.1
DH	-83.1	-83.1
DI	-87.1	-79.1
DJ	-84.4	-96.1
DK	-83.8	-101.4
E	-102.1	-91.2
EF	-98.2	-93.1
EG	-85.2	-89.2
EH	-87.1	-87.1
EI	-89.2	-85.2
EJ	-93.1	-98.2
EK	-91.2	-102.1

Sprint Telecommunications Venture
PCS PrimeCo, L.P.
Analysis of Proximity Threshold Trigger

Table 4 - Results

		Misses Imax Objective By: (dB)	
Point on Rectangle	Calculated Itotal (dBm)	CDMA	TDMA
A	-91.2	14.5	18.6
AF	-93.1	12.6	16.7
AG	-85.2	20.5	24.6
AH	-87.1	18.6	22.7
AI	-85.2	20.5	24.6
AJ	-93.1	12.6	16.7
AK	-91.2	14.5	18.6
B	-83.8	21.9	26.0
BF	-84.4	21.3	25.4
BG	-79.1	26.6	30.7
BH	-83.1	22.6	26.7
BI	-79.1	26.6	30.7
BJ	-84.4	21.3	25.4
BK	-83.8	21.9	26.0
C	-61.7	44.0	48.1
CF	-58.2	47.5	51.6
CG	-52.2	53.5	57.6
CH	-46.1	59.6	63.7
CI	-52.2	53.5	57.6
CJ	-58.2	47.5	51.6
CK	-61.7	44.0	48.1
D	-83.8	21.9	26.0
DF	-84.4	21.3	25.4
DG	-79.1	26.6	30.7
DH	-83.1	22.6	26.7
DI	-79.1	26.6	30.7
DJ	-84.4	21.3	25.4
DK	-83.8	21.9	26.0
E	-91.2	14.5	18.6
EF	-93.1	12.6	16.7
EG	-85.2	20.5	24.6
EH	-87.1	18.6	22.7
EI	-85.2	20.5	24.6
EJ	-93.1	12.6	16.7
EK	-91.2	14.5	18.6

COMSEARCH
Leadership and Diversity for Wireless

December 20, 1995

Mr. Bill Roughton
PCS PrimeCo, L.P.
1133 20th Street, NW, Suite 850
Washington, DC 20036

RE: Revised Analysis for FCC Filing

Dear Mr. Roughton:

Please find enclosed the revised analysis for PCS PrimeCo that we sent to you earlier today by courier. This revision corrects a few typographical errors.

This is a complete document and can replace the pervious version.

If you should have any questions or need additional information, please give me a call at (703) 476-2676.

Sincerely,

COMSEARCH

Michael R. Malenich
Manager, Wireless Engineering

Enclosure

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CERTIFICATE OF SERVICE

I, Cheryl Bullock, a secretary at PCS PrimeCo., L.P., do hereby certify that a copy of the foregoing Reply Comments was served this 11 day of December, 1995 to the following by first class mail, postage prepaid:

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